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**TRANSMITTAL  
FORM**

(to be used for all correspondence after initial filing)

<b>TRANSMITTAL FORM</b>  (to be used for all correspondence after initial filing)	Application Number	10/584,358	
	Filing Date	June 23, 2006	
	First Named Inventor	Fox et al.	
	Art Unit	Unknown	
	Examiner Name	Unknown	
Total Number of Pages in This Submission	56	Attorney Docket Number	3276-7872US ()

**ENCLOSURES (check all that apply)**

<input checked="" type="checkbox"/> Fee Transmittal Form  <input checked="" type="checkbox"/> Fee Attached  <input type="checkbox"/> Amendment / Reply  <input type="checkbox"/> After Final  <input checked="" type="checkbox"/> Affidavits/declaration(s)  <input type="checkbox"/> Extension of Time Request  <input type="checkbox"/> Express Abandonment Request  <input type="checkbox"/> Information Disclosure Statement  <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/ Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s)  <input type="checkbox"/> Licensing-related Papers  <input checked="" type="checkbox"/> Petition by Person Having Proprietary Interest to File Application on Behalf of Inventors Who Refuse to Sign or Cannot Be Found  <input type="checkbox"/> Petition to Convert to a Provisional Application  <input checked="" type="checkbox"/> Power of Attorney by Assignee and Certificate Under 37 C.F.R. § 3.73(b)  <input type="checkbox"/> Terminal Disclaimer  <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____  <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)  <input type="checkbox"/> Proprietary Information  <input type="checkbox"/> Status Letter  <input type="checkbox"/> Other Enclosure(s) (please identify below):  <input checked="" type="checkbox"/> Statement of Facts in Support of Filing on Behalf of Non-signing Inventors, with attached License Agreement and 2 Deeds of Confirmation  <input checked="" type="checkbox"/> Statement Establishing Proprietary Interest by Entity Signing on Behalf of Non-signing Inventor
<b>Remarks</b>  The Commissioner is authorized to charge any additional fees required but not submitted with any document or request requiring fee payment under 37 C.F.R. §§ 1.16 and 1.17 to Deposit Account 20-1469 during pendency of this application.		

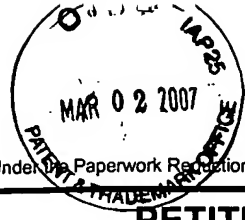
**SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT**

Firm	TraskBritt, P.C.		
Signature			
Printed Name	Edgar R. Cataxinos		
Date	March 2, 2007	Reg. No.	39,931

**CERTIFICATE OF MAILING**Express Mail Label Number: EV 962535495 USDate of Deposit: March 2, 2007Person Making Deposit: Di Sanders

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

**PETITION FEE**  
**Under 37 CFR 1.17(f), (g) & (h)**  
**TRANSMITTAL**  
(Fees are subject to annual revision)

Send completed form to: Commissioner for Patents  
P.O. Box 1450, Alexandria, VA 22313-1450

Application Number	10/584,358
Filing Date	June 23, 2006
First Named Inventor	John Fox
Art Unit	Unknown
Examiner Name	Unknown
Attorney Docket Number	3276-7872US

Enclosed is a petition filed under 37 CFR 1.47(b) that requires a processing fee (37 CFR 1.17(f), (g), or (h)). Payment of \$ 200 is enclosed.

This form should be included with the above-mentioned petition and faxed or mailed to the Office using the appropriate Mail Stop (e.g., Mail Stop Petition), if applicable. For transmittal of processing fees under 37 CFR 1.17(i), see form PTO/SB/17i.

**Payment of Fees** (small entity amounts are NOT available for the petition fees)

☒ The Commissioner is hereby authorized to charge the following fees to Deposit Account No. 20-1469 :

☐ petition fee under 37 CFR 1.17(f), (g) or (h) ☒ any deficiency of fees and credit of any overpayments

Enclose a duplicative copy of this form for fee processing.

☒ Check in the amount of \$ 200 is enclosed.

☐ Payment by credit card (Form PTO-2038 or equivalent enclosed). Do not provide credit card information on this form.

**Petition Fees under 37 CFR 1.17(f): Fee \$400 Fee Code 1462**

For petitions filed under:

- § 1.36(a) - for revocation of a power of attorney by fewer than all applicants
- § 1.53(e) - to accord a filing date.
- § 1.57(a) - to accord a filing date.
- § 1.182 - for decision on a question not specifically provided for.
- § 1.183 - to suspend the rules.
- § 1.378(e) - for reconsideration of decision on petition refusing to accept delayed payment of maintenance fee in an expired patent.
- § 1.741(b) - to accord a filing date to an application under § 1.740 for extension of a patent term.

**Petition Fees under 37 CFR 1.17(g): Fee \$200 Fee Code 1463**

For petitions filed under:

- § 1.12 - for access to an assignment record.
- § 1.14 - for access to an application.
- § 1.47 - for filing by other than all the inventors or a person not the inventor.
- § 1.59 - for expungement of information.
- § 1.103(a) - to suspend action in an application.
- § 1.136(b) - for review of a request for extension of time when the provisions of section 1.136(a) are not available.
- § 1.295 - for review of refusal to publish a statutory invention registration.
- § 1.296 - to withdraw a request for publication of a statutory invention registration filed on or after the date the notice of intent to publish issued.
- § 1.377 - for review of decision refusing to accept and record payment of a maintenance fee filed prior to expiration of a patent.
- § 1.550(c) - for patent owner requests for extension of time in *ex parte* reexamination proceedings.
- § 1.956 - for patent owner requests for extension of time in *inter partes* reexamination proceedings.
- § 5.12 - for expedited handling of a foreign filing license.
- § 5.15 - for changing the scope of a license.
- § 5.25 - for retroactive license.

**Petition Fees under 37 CFR 1.17(h): Fee \$130 Fee Code 1464**

For petitions filed under:

- § 1.19(g) - to request documents in a form other than that provided in this part.
- § 1.84 - for accepting color drawings or photographs.
- § 1.91 - for entry of a model or exhibit.
- § 1.102(d) - to make an application special.
- § 1.138(c) - to expressly abandon an application to avoid publication.
- § 1.313 - to withdraw an application from issue.
- § 1.314 - to defer issuance of a patent.

Edgar R. Cataxinos

Typed or printed name

Signature

March 2, 2007

Date

39,931

Registration No., if applicable

This collection of information is required by 37 CFR 1.17. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 5 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re Application of:**

Fox et al.

**Serial No.:** 10/584,358

**Filed:** June 23, 2006

**For:** A SYSTEM FOR WATER  
TREATMENT

**Confirmation No.:** Unknown

**Examiner:** Unknown

**Group Art Unit:** Unknown

**Attorney Docket No.:** 3276-7872US

**NOTICE OF EXPRESS MAILING**

Express Mail Mailing Label Number: EV 962535495 US

Date of Deposit with USPS: March 2, 2007

Person making Deposit: Di Sanders

**PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE  
APPLICATION ON BEHALF OF INVENTORS WHO REFUSE TO SIGN OR CANNOT  
BE FOUND (37 C.F.R. § 1.47(b))**

Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

1. The party having a proprietary interest in the above referenced application signs below and petitions to make this application on behalf of the non-signing inventors:  
John Fox; and  
Errol O'Brien.
2. This Petition is accompanied by (i) A Declaration for Patent Application (With Power of Attorney); (ii) a showing of sufficient proprietary interest, (iii) proof of the pertinent facts, including a showing that such action is necessary to preserve the rights

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Serial No. 10/584,358

of the parties; and (iv) the last known address of the non-signing inventors as set forth in the accompanying: STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTORS (37 C.F.R. § 1.47(b)).

3. A check for the amount of \$200.00 for the fee set forth in 1.17(g) is also enclosed. The commissioner is hereby authorized to charge any additional fees or credit any overpayment to TraskBritt Deposit Account 20-1469.
4. Identification of party Making This Statement:

The party making this statement is the owner, or a person authorized to sign on behalf of the owner, on the basis of a Deed of Confirmation executed by John Fox, and a Deed of Confirmation executed by Errol O'Brien, and a License Agreement dated November 30, 2001, between BUSHWATER HOLDINGS PTY LTD. and BUSHWATER PTY LTD., copies of which are attached to the enclosed STATEMENT ESTABLISHING PROPRIETARY INTEREST BY ENTITY SIGNING ON BEHALF OF NON-SIGNING INVENTOR.

Respectfully submitted,

BUSHWATER HOLDINGS PTY LTD,  
an Australian company

By:  X  
Its: DIRECTOR X

Date: 16/2/07 X



**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re Application of:**

Fox et al.

**Serial No.:** 10/584,358

**Filed:** June 23, 2006

**For:** A SYSTEM FOR WATER  
TREATMENT

**Confirmation No.:** Unknown

**Examiner:** Unknown

**Group Art Unit:** Unknown

**Attorney Docket No.:** 3276-7872US

**NOTICE OF EXPRESS MAILING**

Express Mail Mailing Label Number: EV 962535495 US

Date of Deposit with USPS: March 2, 2007

Person making Deposit: Di Sanders  
Sanders

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NONSIGNING  
INVENTOR (37 C.F.R. § 1.47)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This statement is made as to the facts that are relied upon to show the refusal of the non-signing inventors, John Fox and Errol O'Brien, to sign the Declaration for Patent Application (With Power of Attorney) for the above referenced Patent.

Because signing on behalf of the non-signing inventors is by an entity showing sufficient proprietary interest, this statement also recites facts as to why this action is necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

**Identification of Person Making This Statement of Facts**

**Name: Douglas R. Young, Director**

**Address: 53 Coldwell Road, Yandina QLD 4561 Australia**

**DETAILS OF REFUSAL OF NON-SIGNING INVENTOR  
TO SIGN APPLICATION PAPERS**

1. John Fox and Errol O'Brien were formerly employed by Bushwater Pty Ltd, an Australian company, to assist in the development of the invention which is the subject of the above referenced Patent Application.
2. Bushwater Pty Ltd. and Bushwater Holdings Pty Ltd. entered into a License Agreement dated November 30, 2001 (copy attached), in which they agreed that "If an improvement is made or developed by the Licensee [Bushwater Pty Ltd], all Intellectual Property rights in the improvement belong to Licensor [Bushwater Holdings Pty Ltd.]; and the Licensee hereby assigns to the Licensor such Intellectual Property." See Section 6.3.1. The invention which is the subject of the above referenced Patent Application is an "Improvement" subject to the License Agreement.
3. Bushwater Pty Ltd. Terminated its employment contract with John Fox and Errol O'Brien on July 20, 2006.
4. On July 20, 2006, John Fox and Errol O'Brien signed Deeds of Confirmation (copies attached) in which they agreed that all rights, title and interest in the claimed invention have vested in Bushwater Pty Ltd., and that they have no grounds to challenge or dispute the proprietorship of the invention.
5. The Deeds of Confirmation also assigned any residual rights in the claimed invention to Bushwater Pty Ltd., and John Fox and Errol O'Brien agreed to execute all documents necessary or desirable to complete registration of Bushwater Pty Ltd. as the owner of any registrable intellectual property rights in respect of the invention.
6. John Fox and Errol O'Brien have, since the execution of the Deeds of Confirmation, been completely uncooperative in their dealings with Bushwater Pty Ltd., and they have refused to honor their agreements with Bushwater Pty. Ltd, including the execution of documents and the return of property.

**Serial No. 10/584,358**


7. Because of the termination of the employment of John Fox and Errol O'Brien, there is ongoing hostility which makes it very unlikely that they will sign the Declaration for Patent Application with Power of Attorney.
8. The last known address of John Fox is:  
5/21 Maple Street  
Maleny QLD 4552, AUSTRALIA.
9. The last known address of Errol O'Brien is:  
301 Oakey Flat Road  
Morayfield QLD 4506, AUSTRALIA

Serial No. 10/584,358

PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE  
OR PRESERVE THE RIGHTS OF THE PARTIES

The present Patent Application was filed on June 23, 2006, and claims priority to Australian Patent Application 2003907125 filed on December 24, 2003. The deadline for filing in the United States was June 24, 2006; therefore, the filing date of June 23, 2006, must be maintained in order to maintain the claim of priority to Australian Patent Application 2003907125.

Dated 16/2/07 X

  
\_\_\_\_\_ X



Dated: 30th / 11th 2001

BUSHWATER HOLDINGS PTY LTD ACN  
098 326 399

("Licensor")

BUSHWATER PTY LTD ACN 093 336 602

("Licensee")

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## LICENCE AGREEMENT

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# LICENCE AGREEMENT

THIS AGREEMENT is made the

30<sup>th</sup>

day of

November

2001.

BETWEEN

1. BUSHWATER HOLDINGS PTY LTD ACN 098 326 399 of 3/105 Molesworth Street, Lismore, New South Wales, Australia ("Licensor")

AND

2. BUSHWATER PTY LTD ACN 093 336 602 of 3/105 Molesworth Street, Lismore, New South Wales, Australia ("Licensee")

## BACKGROUND

- A. The Licensor is the owner of certain patents, trademarks and trade secrets with respect to the manufacture and sale of Waterboy.
- B. The Licensee has requested a licence to manufacture, market and sell the intellectual property.
- C. The Licensor has agreed to grant a licence to the Licensee on the following terms and conditions.

## THE PARTIES AGREE:-

### 1. INTERPRETATION

#### 1.1. Definitions

In this Agreement, unless the context otherwise requires:-

"Agreement" means this Agreement and any Schedule.

"Authorised Officer" means a director, secretary or manager.

"Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday other than a day gazetted to be a holiday in Brisbane.

"Confidential Information" means:

- information about the business, customers, services and products of a party to this Agreement;
- the negotiation of and terms of this Agreement; and
- intellectual property of any kind belonging to a party including the right to apply for registration of intellectual property;

but excludes information which is in the public domain other than through a breach of this Agreement.

"Improvement" means an Improvement, enhancement, development, modification or adaptation of the Technology.

"Intellectual Property" means statutory and other proprietary rights in respect of the Trade Mark, any unregistered trade marks, Patents, unregistered or unregistrable Patents, moral rights, layouts, design rights, copyright, Confidential Information, know how and all other rights with respect to Intellectual Property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967;

"Invention" means the Invention the subject of the Patent Rights.

"Patent Rights" means Patent Application PR8257, any patent resulting from that Patent Application and any continuation, continuation in part, division, reissue or substitution of any of them.

"Product" means any good or product (or any part of a good or product) which applies, or is made according to, all or any part of the Technology.

"Technical Information" means drawings, specifications, processes, techniques, samples, specimens, prototypes, designs, research and development results, test results and other technical and scientific information relating to the Invention, the Patent Rights or the Product, at any time disclosed (whether orally, electronically or in writing) to or otherwise obtained by the Licensee from the Licensor.

"Technology" means the Invention and the Patent Rights, the Technical Information and all Intellectual Property Rights (including without limitation present and future copyright) subsisting in the Technical Information or any material form of them.

"Term" means the period from the date of this Agreement until the expiry of the last of the Patent Rights.

"Territory" means the whole of the world.

"Trade Mark" means the registered Trademark No 796970 for the word only mark "Waterboy" in Class 40.

## 1.2. Interpretation of this Agreement

Unless expressed to the contrary:

- 1.2.1. the singular includes the plural and vice versa; and
- 1.2.2. if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding definitions;
- 1.2.3. the word "person" includes a firm, unincorporated association, corporation and a government or statutory body or authority;
- 1.2.4. a consent or notice is to be in writing;
- 1.2.5. the word "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- 1.2.6. any gender includes the other genders;

- 1.2.7. a reference to a person includes legal personal representatives, successors and permitted assigns;
- 1.2.8. a reference to a statute, regulation, ordinance or code ("statutory provision") includes a reference to:
  - 1.2.8.1. that statutory provision as amended or re-enacted from time to time; and
  - 1.2.8.2. a statute, regulation or provision enacted in replacement of that statutory provision;
- 1.2.9. a reference to a right includes a benefit, remedy, discretion, authority or power;
- 1.2.10. a reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- 1.2.11. a reference to time is to local time in Queensland;
- 1.2.12. \$ or "dollars" is a reference to the lawful currency of Australia;
- 1.2.13. the word "writing" includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile and email transmissions;
- 1.2.14. a reference to any thing includes a part of that thing;
- 1.2.15. a party, clause or schedule is a reference to a party, clause or schedule of or to this Agreement;
- 1.2.16. a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- 1.2.17. the word "day" means calendar day and the word "month" means calendar month;
- 1.2.18. if any period of time expires on a Saturday, Sunday or gazetted holiday for the City of Brisbane, then the period will be taken to expire on the next Business Day; and
- 1.2.19. the word "year" means a calendar year of 365 or 366 days as the case may be.

### 1.3. Headings

Headings do not affect the interpretation of this Agreement.

## 2. GRANT OF LICENCE

The Licensor hereby grants to the Licensee an exclusive licence (including the right to grant sub-licences) for the Territory during the Term to:

- 2.1. exploit the Invention and the Patent Rights; and

- 2.2. use, reproduce, modify and adapt the Technology and all Intellectual Property rights in respect of it, on the terms of this Agreement for all purposes including manufacture, distribution, marketing and sale.

### 3. PAYMENT

In consideration of the grant of the licence under clause Error! Reference source not found., the Licensee must pay to the Licensor \$10.00 on the date of this Agreement and must pay the Licensor (or at the direction of the Licensor) the direct cost of obtaining and maintaining the Patent Rights and the Licensee indemnifies the Licensor from and against all such costs and expenses.

### 4. GENERAL OBLIGATIONS OF THE LICENSEE

- 4.1. The Licensee must:

- 4.1.1. use its best efforts to sell and market the Products in the Territory and commercially exploit the Technology in the Territory;
- 4.1.2. comply with all laws, acts, regulations, orders or directives of authorities relating to the distribution, sale, supply or manufacture of the Product;
- 4.1.3. at its own expense undertake and be responsible for applying for, obtaining and maintaining all statutory, regulatory, administrative or Governmental approvals, consents and registrations required by law to be obtained in connection with the manufacture, use, sale or supply of Products or the exploitation of the Technology in the Territory.

### 5. INDEMNITY INSURANCE AND EXCLUSION OF WARRANTIES

- 5.1. The Licensee makes and sell the Products and exploits the Technology at the Licensee's own risk.
- 5.2. The Licensee indemnifies the Licensor and its representatives from and against all actions, claims, loss, damage, costs and expenses howsoever and wheresoever arising (whether during or after the Term of this Agreement) suffered or incurred by the Licensor arising directly or indirectly from or in respect of:
  - 5.2.1. the manufacture, sale, marketing or supply of any Products by or on behalf of the Licensee or any sublicensee;
  - 5.2.2. the use by any person of any Products; or
  - 5.2.3. the exercise by the Licensee of any of its rights under this Agreement.
- 5.3. The Licensee must take out, maintain and keep current in respect of the manufacture, sale, marketing or use of Products:
  - 5.3.1. adequate Product liability insurance; and
  - 5.3.2. appropriate third party and other insurance,each from an insurer acceptable to the Licensor. The Licensee must make copies of and give certificates of currency for these policies to the Licensor upon request.

## 6. OWNERSHIP OF INTELLECTUAL PROPERTY AND IMPROVEMENTS

- 6.1. All Intellectual Property in and to the Technology belong to and remain vested in the Licensor.
- 6.2. Each party must on a regular basis and in any event not less than once every six months disclose to the other party reasonable details of any Improvement made or acquired by that party.
- 6.3. If an Improvement is made or developed by the Licensee, all Intellectual Property rights in the Improvement belong to the Licensor; and
  - 6.3.1. the Licensee hereby assigns to the Licensor such Intellectual Property; and
  - 6.3.2. the Improvement will thereupon be deemed to be part of the Technology licensed under this Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 7.1. The Licensee acknowledges and agrees that all Intellectual Property in and to the Technology is owned solely by the Licensor. Except as is expressly provided, nothing in this Agreement is intended to convey to the Licensee any Intellectual Property in or to the Technology.
- 7.2. The Licensor warrants that as far as it is aware, the Technology is valid and non infringing, and that the exploitation of the Patents and the exercise of Intellectual Property rights in the other technology or the manufacture, sale, marketing or other dealing in Products by or on behalf of the Licensee are not or will not be an infringement of the rights (including Intellectual Property rights) of a third party.
- 7.3. The Licensor excludes all liability to the Licensee in respect of the ability of the Licensee to use the Technology, the quality or performance of Products manufactured by or on behalf of the Licensee or any sublicensee or the claims of third parties arising from the use of the Products or Technology.
- 7.4. The Licensee must promptly and fully inform the Licensor in writing of:
  - 7.4.1. any infringement or threatened infringement of the Intellectual Property in and to the Technology (or any aspect of it);
  - 7.4.2. any unauthorised use of or exercise of Intellectual Property rights in the Technology; and
  - 7.4.3. any attack or threatened attack on the grant or validity of any Patent or a party's rights to use the Invention as contemplated by this Agreement,which may come to that party's attention.
- 7.5. The Licensee must not directly or indirectly:
  - 7.5.1. at any time challenge, contest, deny or assist any other person to challenge, contest or deny the validity of the Patent Rights (including any patent or claim within them) the right or title of the Licensor to the Patents or the grant of a patent pursuant to any patent application within the Patent Rights; or

7.5.2. oppose any application by the Licensor for an extension of the term of the Patent Rights,

and if it does so, the Licensor may at any time immediately terminate this Agreement by notice in writing.

## 8. TERMINATION

Without limiting any other rights it may have, a party may terminate this Agreement at any time by giving notice of termination to the other party if that other party:

- 8.1. fails to pay when due any amount payable under this Agreement and continues the default for a period of 14 days after receipt of a notice requiring payment;
- 8.2. is in breach of any of its other obligations under this Agreement and, if that breach is capable of remedy, does not rectify that breach within 30 days after receipt of a notice to remedy the breach;
- 8.3. is unable to pay its debts as they fall due, makes or commences negotiations with a view to making a general rescheduling of its indebtedness, a general assignment, scheme arrangement or composition with its creditors;
- 8.4. takes any corporate action or any steps are taken or legal proceedings are started for:
  - 8.4.1. its winding up, dissolution, liquidation or reorganisation other than to reconstruct or amalgamate whilst solvent on terms approved by the other party (which approval will not be unreasonably withheld); or
  - 8.4.2. the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or any of its revenue and assets; or
- 8.5. seeks protection or is granted protection from its creditors under any applicable legislation.

Upon termination of this Agreement, this Agreement and all further rights and obligations under it are at an end.

## 9. ASSIGNMENT AND SUBLICENSING

- 9.1. The Licensee must not except with the prior consent in writing of the Licensor, assign, transfer, mortgage or part with any of its rights under this Agreement.
- 9.2. The Licensee may sublicense its rights under this Agreement on such terms as it deems fit.

## 10. NOTICES

- 10.1. A communication in connection with this Agreement:
  - 10.1.1. may be given by an Authorised Officer of the relevant party or the solicitors for the relevant party;
  - 10.1.2. must be in writing; and

- 10.1.3. must be left at the address of the addressee in Australia, or sent by prepaid ordinary post to the address of the addressee in Australia or sent by facsimile to the facsimile number of the addressee in Australia.
- 10.2. Unless a later time is specified in it, a communication takes effect from the time it is actually received or taken to be received.
- 10.3. A communication is taken to be received
- 10.3.1. in the case of delivery by hand, on the day of delivery if delivered by 5.00 pm on a Business Day, otherwise on the next Business Day;
- 10.3.2. in the case of delivery by post, if posted in Australia on the third Business Day after posting or if posted outside Australia on the seventh Business Day after posting; and
- 10.3.3. in the case of a facsimile, on the day shown on the transmission report produced by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient but if the time of transmission is after 5:00 pm on a Business Day the facsimile is to be taken to be received on the following day.
- 10.4. Until a party notifies otherwise, addresses for service of communication are as follows:-
- Name: Bushwater Holdings Pty Ltd  
Address: 3/105 Molesworth Street, Lismore, New South Wales  
Telephone:  
Facsimile:
- Name: Bushwater Pty Ltd  
Address: 3/105 Molesworth Street, Lismore, New South Wales  
Telephone:  
Facsimile:
- 10.5. Without preventing any other mode of service, any originating process in an action in respect of this Agreement may be served on a party by being delivered to or left for that party at its address for service of notices under this clause.

## 11. MISCELLANEOUS

### Time of the essence

- 11.1. In every circumstance, time is of the essence of this Agreement.

### Governing Law and Jurisdiction

- 11.2. This Agreement is to be governed and determined in accordance with the law of the State of Queensland and the parties must submit to the jurisdiction of the Courts of that State.



### Entire Agreement

- 11.3. This Agreement constitutes the entire agreement of the parties about its subject matter and any previous agreements, undertakings, negotiations, representations and warranties cease to have any effect from the date of this Agreement.

### Waiver and Variation

- 11.4. A provision of or a right created by this Agreement may not be waived or varied except in writing.
- 11.5. A party's failure or delay to exercise a right does not operate as a waiver of that right.
- 11.6. The exercise of a right does not preclude its future exercise or the exercise of any other right.
- 11.7. The waiver of a right will be effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given

### Remedies Cumulative

- 11.8. The rights provided in this Agreement are cumulative with and not exclusive of the rights provided by law or in equity independently of this Agreement.

### Preservation of accrued rights

- 11.9. The expiration, termination or determination of this Agreement:
- 11.9.1. will not affect the provisions expressed or implied to operate or have effect after expiration, termination or determination; and
- 11.9.2. will be without prejudice to any right of action already accrued to a party in respect of a breach of this Agreement by another party.

### Invalidity

- 11.10. If any term of this Agreement is invalid for any reason, that invalidity will not affect the validity or operation of any other term of this Agreement except to the extent necessary to give effect to that invalidity.

### Counterparts

- 11.11. This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

### Exchange by facsimile

- 11.12. The exchange of executed counterparts by facsimile will create a binding agreement.

### Joint and several liability

- 11.13. An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- 11.14. An agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

**Act or omission**

11.15. In this Agreement, reference to an act or omission by a party includes:-

- 11.15.1. if a party comprises more than one person, an act or omission by any one or more of those persons;
- 11.15.2. the permitting or allowing by a party of an act or omission; and
- 11.15.3. an act or omission of an employee (whether or not acting within the scope of his employment), agent, contractor or invitee of a party.

**Non-merger**

11.16. The provisions contained in this Agreement survive and do not merge on completion.

**No partnership**

11.17. None of the provisions of this Agreement are to be taken to constitute a partnership between the parties.

**Survival of Indemnities**

11.18. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

**Enforcement of Indemnities**

11.19. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

**Further Assurances**

11.20. Each party must execute the documents and do everything necessary or appropriate to bind it under and to give effect to this Agreement and must use its best endeavours to cause relevant third parties to do likewise.

**Consent**

11.21. A party must not unreasonably withhold its approval or consent unless this Agreement expressly provides otherwise.

**12. CONFIDENTIAL INFORMATION**

12.1. Each party must:

- 12.1.1. treat the Confidential Information as secret and confidential;
- 12.1.2. not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement;
- 12.1.3. not copy, reproduce, make records of or take extracts from Confidential Information except as is reasonably necessary to enable a party to perform its obligations under this Agreement; and

- ### 13. STAMP DUTY AND COSTS

- #### 14. GOODS AND SERVICES TAX

- 221701


14.6 This clause does not merge on or by completion of this Agreement.

EXECUTED as an Agreement

EXECUTED by BUSHWATER  
HOLDINGS PTY LTD ACN 098 326  
399 in accordance with the Corporations  
Law and signed by:

)  
)  
)  
)  
)  
)  
)

[Affix Seal if applicable]



Director

Director/Secretary

*Dooglas Robin Young*  
Full name of Director

Full name of Director/Secretary

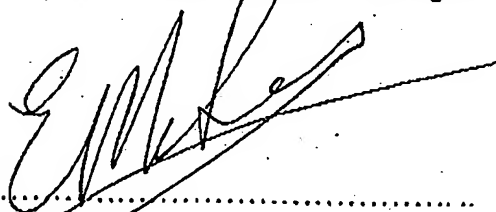
Sole Director and Sole Secretary

Full name of Sole Director and Sole Secretary

EXECUTED by BUSHWATER PTY  
LTD ACN 093 336 602 in accordance  
with the Corporations Law and signed by:

)  
)  
)  
)  
)  
)  
)

[Affix Seal if applicable]



Director

Director/Secretary

*Eric William Markcrow*  
Full name of Director

Full name of Director/Secretary

Sole Director and Sole Secretary

Full name of Sole Director and Sole Secretary

**DATED: 20 July 2006**

**BETWEEN: JOHN FOX**

**"Fox"**

**AND: BUSHWATER PTY LTD  
(ACN 098 336 602)**

**"Bushwater"**

## **DEED OF CONFIRMATION**

This Deed is made the 20<sup>th</sup> day of July 2006.

BETWEEN: **JOHN FOX** of 5/21 Maple Street, Maleny, Queensland, 4552

**"Fox"**

AND: **BUSHWATER PTY LTD (ACN 098 336 602)** of 3/105 Molesworth Street, Lismore, New South Wales, 2480

**"Bushwater"**

**BACKGROUND:**

- A. Fox entered into an agreement with Bushwater to perform certain work.
- B. During the course of his working for Bushwater, Fox assisted in the development of Invention.
- C. The parties wish to confirm that all rights, title and interest in the Invention have vested entirely in Bushwater and have entered into this Deed to confirm such ownership.

**IT IS AGREED:**

---

**1. CONFIRMATION AND ASSIGNMENT**

- 1.1 The Parties hereby confirm that all rights, title and interest in the Invention have vested and vest in Bushwater and that Fox has no grounds to challenge or dispute, or assist a third party to challenge or dispute Bushwater's proprietorship of the Invention.
- 1.2 For the avoidance of any doubt, to the extent that there are any residual rights that have not vested in Bushwater, Fox hereby assigns to Bushwater all right, title and interest in:
  - (a) the Invention; and
  - (b) the Intellectual Property Rights.
- 1.3 Fox undertakes to do all acts and execute all documents necessary or desirable, as required by Bushwater, to complete registration of Bushwater as the owner of any registrable Intellectual Property Rights in respect of the Invention.
- 1.4 This Deed is governed by and is construed in accordance with laws of Queensland.
- 1.5 This Deed may consist of a number of counterparts and, if so, the counterparts when executed and taken together shall constitute one document.

---

**2. DEFINITION**

**"Intellectual Property Rights"**

Means the intellectual property rights in the Invention, being:

- (a) Any rights in any patent application filed in respect of the Invention (the "Patent Application");

- (b) All copyright subsisting, whether now or at some time in the future, in any aspect of or relating to the Invention;
- (c) Any rights in any registered or registrable but unregistered or unregistrable design incorporating or relating to the Invention;
- (d) Any rights in any trade mark (whether registered or unregistered) including but not limited to any pending trade mark applications, relating to or used in conjunction with the Patent Application;
- (e) All other industrial or intellectual property rights of whatsoever nature and howsoever arising, directly relating to the Invention; and
- (f) Any rights in any licence or other applications or right to use, or grant the use of or apply for registration of, any of the rights referred to in any of the subparagraphs above.

**"Invention"**

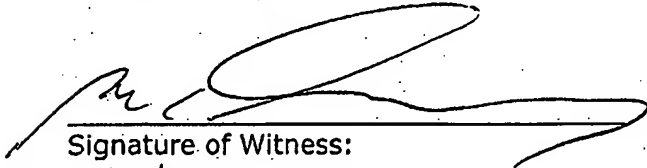
Means the invention the subject of PCT/AU2004/001820 entitled "A System for Water Treatment".

**EXECUTION**

Executed as a Deed,

**EXECUTED BY****JOHN FOX**

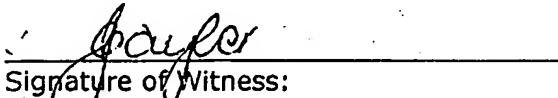
in the presence of:



Signature of Witness:

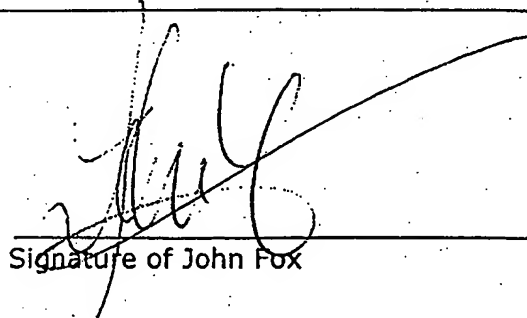
Michael C Long  
 Name of Witness:

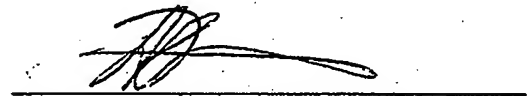
**SIGNED** for and on behalf of  
**BUSHWATER PTY LTD** by its duly  
 appointed officer in the presence of:



Signature of Witness:

JILL TAYNOR  
 Name of Witness:

  
 Signature of John Fox

  
 Signature of Authorised Officer:

DOUGLAS YOUNG  
 Name of Authorised Officer (please print)



DATED: 20 July 2006

BETWEEN: ERROL O'BRIEN

"O'Brien"

AND: BUSHWATER PTY LTD  
(ACN 098 336 602)

"Bushwater"

## DEED OF CONFIRMATION

This Deed is made the 20<sup>th</sup> day of July 2006.

BETWEEN: **ERROL O'Brien** of 301 Oakey Flat Road, Morayfield, Queensland, 4506  
"O'Brien"

AND: **BUSHWATER PTY LTD (ACN 098 336 602)** of 3/105 Molesworth  
Street, Lismore, New South Wales, 2480  
"Bushwater"

**BACKGROUND:**

- A. O'Brien was an employee of Bushwater.
- B. During the course of his working for Bushwater, O'Brien assisted in the development of Invention.
- C. The parties wish to confirm that all rights, title and interest in the Invention have vested entirely in Bushwater and have entered into this Deed to confirm such ownership.

**IT IS AGREED:**

---

**1. CONFIRMATION AND ASSIGNMENT**

- 1.1 The Parties hereby confirm that all rights, title and interest in the Invention have vested and vest in Bushwater and that O'Brien has no grounds to challenge or dispute, or assist a third party to challenge or dispute Bushwater's proprietorship of the Invention.
- 1.2 For the avoidance of any doubt, to the extent that there are any residual rights that have not vested in Bushwater, O'Brien hereby assigns to Bushwater all right, title and interest in:
  - (a) the Invention; and
  - (b) the Intellectual Property Rights.
- 1.3 O'Brien undertakes to do all acts and execute all documents necessary or desirable, as required by Bushwater, to complete registration of Bushwater as the owner of any registrable Intellectual Property Rights in respect of the Invention.
- 1.4 This Deed is governed by and is construed in accordance with laws of Queensland.
- 1.5 This Deed may consist of a number of counterparts and, if so, the counterparts when executed and taken together shall constitute one document.

---

**2. DEFINITION**

**"Intellectual  
Property Rights"**

Means the intellectual property rights in the Invention,  
being:

- (a) Any rights in any patent application filed in respect of the Invention (the "Patent Application");

- (b) All copyright subsisting, whether now or at some time in the future, in any aspect of or relating to the Invention;
- (c) Any rights in any registered or registrable but unregistered or unregistrable design incorporating or relating to the Invention;
- (d) Any rights in any trade mark (whether registered or unregistered) including but not limited to any pending trade mark applications, relating to or used in conjunction with the Patent Application;
- (e) All other industrial or intellectual property rights of whatsoever nature and howsoever arising, directly relating to the Invention; and
- (f) Any rights in any licence or other applications or right to use, or grant the use of or apply for registration of, any of the rights referred to in any of the subparagraphs above.

**"Invention"**

Means both of the following inventions:

- (a) the invention the subject of PCT/AU2004/000965 entitled "Waster Water Treatment" and NZ patent application 545186, US patent application 10/564579, EP patent application 04737585.2, CA patent application 2532319, AU patent application 2004257891; and
- (b) the invention the subject of PCT/AU2004/001820 entitled 'A System for Water Treatment'.

**EXECUTION**

Executed as a Deed,

**EXECUTED BY  
ERROL O'BRIEN**  
in the presence of:

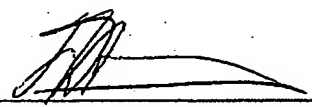
)  
)  
) E. W. O'Brien  
)

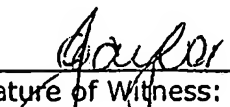
Signature of Errol O'Brien

  
Signature of Witness:

Michael Clong  
Name of Witness:

**SIGNED** for and on behalf of  
**BUSHWATER PTY LTD** by its duly  
appointed officer in the presence of:

)  
)  
)   
)  
) Signature of Authorised Officer

  
Signature of Witness:

JILL TAYLOR  
Name of Witness:

DOUGLAS YOUNG  
Name of Authorised Officer (please print)

**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re Application of:**

Fox et al.

**Serial No.:** 10/584,358

**Filed:** June 23, 2006

**For:** A SYSTEM FOR WATER  
TREATMENT

**Confirmation No.:** Unknown

**Examiner:** Unknown

**Group Art Unit:**

**Attorney Docket No.:** 3276-7872US

**NOTICE OF EXPRESS MAILING**

Express Mail Mailing Label Number: EV 962535495 US

Date of Deposit with USPS: March 2, 2007

Person making Deposit: Di Sanders

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY ENTITY SIGNING  
ON BEHALF OF NONSIGNING INVENTOR**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

BUSHWATER HOLDINGS PTY LTD., an Australian company, located at 53 Cordwell Road, Yandina, QLD 4561, Australia, is the party signing the Declaration for Patent Application (With Power of Attorney) for the above-identified patent application on behalf of the non-signing inventors, John Fox and Errol O'Brien, and hereby makes this statement as to the facts establishing proprietary interest.

As of the date of signing of the Declaration for Patent Application (With Power of Attorney), the proprietary interest of this invention belonged to:

Serial No. 10/584,358

BUSHWATER HOLDINGS PTY LTD.  
53 Cordwell Road  
Yandina, QLD 4561  
Australia

The proprietary interest of BUSHWATER HOLDINGS PTY LTD., is established by the attached Deeds of Confirmation signed on July 20, 2006, by John Fox and Errol O'Brien, and Section 6.3 of the attached License Agreement dated November 30, 2001, between Bushwater Holdings Pty Ltd., as "Licensor," and Bushwater Pty Ltd., as "Licensee."

PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE  
OR PRESERVE THE RIGHTS OF THE PARTIES

The present Patent Application was filed on June 23, 2006, and claims priority to Australian Patent Application 2003907125 filed on December 24, 2003. The deadline for filing in the United States was June 24, 2006; therefore, the filing date of June 23, 2006, must be received in order to maintain the claim of priority to Australian Patent Application 2003907125.

Dated 16/2/07 X

BUSHWATER HOLDINGS PTY LTD.,  
an Australian company

By: DOUGLAS Robin YOUNG X

Its: DIRECTOR [Signature] X

Dated: 30th / 11th 2001

BUSHWATER HOLDINGS PTY LTD ACN  
098 326 399

("Licensor")

BUSHWATER PTY LTD ACN 093 336 602

("Licensee")

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## LICENCE AGREEMENT

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## LICENCE AGREEMENT

THIS AGREEMENT is made the 30<sup>th</sup> day of November 2001.

### BETWEEN

1. BUSHWATER HOLDINGS PTY LTD ACN 098 326 399 of 3/105 Molesworth Street, Lismore, New South Wales, Australia ("Licensor")

### AND

2. BUSHWATER PTY LTD ACN 093 336 602 of 3/105 Molesworth Street, Lismore, New South Wales, Australia ("Licensee")

### BACKGROUND

- A. The Licensor is the owner of certain patents, trademarks and trade secrets with respect to the manufacture and sale of Waterboy.
- B. The Licensee has requested a licence to manufacture, market and sell the intellectual property.
- C. The Licensor has agreed to grant a licence to the Licensee on the following terms and conditions.

### THE PARTIES AGREE:-

#### 1. INTERPRETATION

##### 1.1. Definitions

In this Agreement, unless the context otherwise requires:-

"Agreement" means this Agreement and any Schedule.

"Authorised Officer" means a director, secretary or manager.

"Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday other than a day gazetted to be a holiday in Brisbane.

"Confidential Information" means:

- information about the business, customers, services and products of a party to this Agreement;
- the negotiation of and terms of this Agreement; and
- intellectual property of any kind belonging to a party including the right to apply for registration of intellectual property;

but excludes information which is in the public domain other than through a breach of this Agreement.

"Improvement" means an Improvement, enhancement, development, modification or adaptation of the Technology.



"Intellectual Property" means statutory and other proprietary rights in respect of the Trade Mark, any unregistered trade marks, Patents, unregistered or unregistrable Patents, moral rights, layouts, design rights, copyright, Confidential Information, know how and all other rights with respect to Intellectual Property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967;

"Invention" means the Invention the subject of the Patent Rights.

"Patent Rights" means Patent Application PR8257, any patent resulting from that Patent Application and any continuation, continuation in part, division, reissue or substitution of any of them.

"Product" means any good or product (or any part of a good or product) which applies, or is made according to, all or any part of the Technology.

"Technical Information" means drawings, specifications, processes, techniques, samples, specimens, prototypes, designs, research and development results, test results and other technical and scientific information relating to the Invention, the Patent Rights or the Product, at any time disclosed (whether orally, electronically or in writing) to or otherwise obtained by the Licensee from the Licensor.

"Technology" means the Invention and the Patent Rights, the Technical Information and all Intellectual Property Rights (including without limitation present and future copyright) subsisting in the Technical Information or any material form of them.

"Term" means the period from the date of this Agreement until the expiry of the last of the Patent Rights.

"Territory" means the whole of the world.

"Trade Mark" means the registered Trademark No 796970 for the word only mark "Waterboy" in Class 40.

## 1.2. Interpretation of this Agreement

Unless expressed to the contrary:

- 1.2.1. the singular includes the plural and vice versa; and
- 1.2.2. if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding definitions;
- 1.2.3. the word "person" includes a firm, unincorporated association, corporation and a government or statutory body or authority;
- 1.2.4. a consent or notice is to be in writing;
- 1.2.5. the word "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- 1.2.6. any gender includes the other genders;

- 1.2.7. a reference to a person includes legal personal representatives, successors and permitted assigns;
- 1.2.8. a reference to a statute, regulation, ordinance or code ("statutory provision") includes a reference to:
  - 1.2.8.1. that statutory provision as amended or re-enacted from time to time; and
  - 1.2.8.2. a statute, regulation or provision enacted in replacement of that statutory provision;
- 1.2.9. a reference to a right includes a benefit, remedy, discretion, authority or power;
- 1.2.10. a reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- 1.2.11. a reference to time is to local time in Queensland;
- 1.2.12. \$ or "dollars" is a reference to the lawful currency of Australia;
- 1.2.13. the word "writing" includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile and email transmissions;
- 1.2.14. a reference to any thing includes a part of that thing;
- 1.2.15. a party, clause or schedule is a reference to a party, clause or schedule of or to this Agreement;
- 1.2.16. a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- 1.2.17. the word "day" means calendar day and the word "month" means calendar month;
- 1.2.18. if any period of time expires on a Saturday, Sunday or gazetted holiday for the City of Brisbane, then the period will be taken to expire on the next Business Day; and
- 1.2.19. the word "year" means a calendar year of 365 or 366 days as the case may be.

### 1.3. Headings

Headings do not affect the interpretation of this Agreement.

## 2. GRANT OF LICENCE

The Licensor hereby grants to the Licensee an exclusive licence (including the right to grant sub-licences) for the Territory during the Term to:

- 2.1. exploit the Invention and the Patent Rights; and

- 2.2. use, reproduce, modify and adapt the Technology and all Intellectual Property rights in respect of it, on the terms of this Agreement for all purposes including manufacture, distribution, marketing and sale.

### 3. PAYMENT

In consideration of the grant of the licence under clause Error! Reference source not found., the Licensee must pay to the Licensor \$10.00 on the date of this Agreement and must pay the Licensor (or at the direction of the Licensor) the direct cost of obtaining and maintaining the Patent Rights and the Licensee indemnifies the Licensor from and against all such costs and expenses.

### 4. GENERAL OBLIGATIONS OF THE LICENSEE

- 4.1. The Licensee must:

- 4.1.1. use its best efforts to sell and market the Products in the Territory and commercially exploit the Technology in the Territory;
- 4.1.2. comply with all laws, acts, regulations, orders or directives of authorities relating to the distribution, sale, supply or manufacture of the Product;
- 4.1.3. at its own expense undertake and be responsible for applying for, obtaining and maintaining all statutory, regulatory, administrative or Governmental approvals, consents and registrations required by law to be obtained in connection with the manufacture, use, sale or supply of Products or the exploitation of the Technology in the Territory.

### 5. INDEMNITY INSURANCE AND EXCLUSION OF WARRANTIES

- 5.1. The Licensee makes and sell the Products and exploits the Technology at the Licensee's own risk.
- 5.2. The Licensee indemnifies the Licensor and its representatives from and against all actions, claims, loss, damage, costs and expenses howsoever and wheresoever arising (whether during or after the Term of this Agreement) suffered or incurred by the Licensor arising directly or indirectly from or in respect of:
  - 5.2.1. the manufacture, sale, marketing or supply of any Products by or on behalf of the Licensee or any sublicensee;
  - 5.2.2. the use by any person of any Products; or
  - 5.2.3. the exercise by the Licensee of any of its rights under this Agreement.
- 5.3. The Licensee must take out, maintain and keep current in respect of the manufacture, sale, marketing or use of Products:
  - 5.3.1. adequate Product liability insurance; and
  - 5.3.2. appropriate third party and other insurance,each from an insurer acceptable to the Licensor. The Licensee must make copies of and give certificates of currency for these policies to the Licensor upon request.

## 6. OWNERSHIP OF INTELLECTUAL PROPERTY AND IMPROVEMENTS

- 6.1. All Intellectual Property in and to the Technology belong to and remain vested in the Licensor.
- 6.2. Each party must on a regular basis and in any event not less than once every six months disclose to the other party reasonable details of any Improvement made or acquired by that party.
- 6.3. If an Improvement is made or developed by the Licensee, all Intellectual Property rights in the Improvement belong to the Licensor; and
  - 6.3.1. the Licensee hereby assigns to the Licensor such Intellectual Property; and
  - 6.3.2. the Improvement will thereupon be deemed to be part of the Technology licensed under this Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 7.1. The Licensee acknowledges and agrees that all Intellectual Property in and to the Technology is owned solely by the Licensor. Except as is expressly provided, nothing in this Agreement is intended to convey to the Licensee any Intellectual Property in or to the Technology.
- 7.2. The Licensor warrants that as far as it is aware, the Technology is valid and non infringing, and that the exploitation of the Patents and the exercise of Intellectual Property rights in the other technology or the manufacture, sale, marketing or other dealing in Products by or on behalf of the Licensee are not or will not be an infringement of the rights (including Intellectual Property rights) of a third party.
- 7.3. The Licensor excludes all liability to the Licensee in respect of the ability of the Licensee to use the Technology, the quality or performance of Products manufactured by or on behalf of the Licensee or any sublicensee or the claims of third parties arising from the use of the Products or Technology.
- 7.4. The Licensee must promptly and fully inform the Licensor in writing of:
  - 7.4.1. any infringement or threatened infringement of the Intellectual Property in and to the Technology (or any aspect of it);
  - 7.4.2. any unauthorised use of or exercise of Intellectual Property rights in the Technology; and
  - 7.4.3. any attack or threatened attack on the grant or validity of any Patent or a party's rights to use the Invention as contemplated by this Agreement,which may come to that party's attention.
- 7.5. The Licensee must not directly or indirectly:
  - 7.5.1. at any time challenge, contest, deny or assist any other person to challenge, contest or deny the validity of the Patent Rights (including any patent or claim within them) the right or title of the Licensor to the Patents or the grant of a patent pursuant to any patent application within the Patent Rights; or

7.5.2. oppose any application by the Licensor for an extension of the term of the Patent Rights,

and if it does so, the Licensor may at any time immediately terminate this Agreement by notice in writing.

## 8. TERMINATION

Without limiting any other rights it may have, a party may terminate this Agreement at any time by giving notice of termination to the other party if that other party:

- 8.1. fails to pay when due any amount payable under this Agreement and continues the default for a period of 14 days after receipt of a notice requiring payment;
- 8.2. is in breach of any of its other obligations under this Agreement and, if that breach is capable of remedy, does not rectify that breach within 30 days after receipt of a notice to remedy the breach;
- 8.3. is unable to pay its debts as they fall due, makes or commences negotiations with a view to making a general rescheduling of its indebtedness, a general assignment, scheme arrangement or composition with its creditors;
- 8.4. takes any corporate action or any steps are taken or legal proceedings are started for:
  - 8.4.1. its winding up, dissolution, liquidation or reorganisation other than to reconstruct or amalgamate whilst solvent on terms approved by the other party (which approval will not be unreasonably withheld); or
  - 8.4.2. the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or any of its revenue and assets; or
- 8.5. seeks protection or is granted protection from its creditors under any applicable legislation.

Upon termination of this Agreement, this Agreement and all further rights and obligations under it are at an end.

## 9. ASSIGNMENT AND SUBLICENSING

- 9.1. The Licensee must not except with the prior consent in writing of the Licensor, assign, transfer, mortgage or part with any of its rights under this Agreement.
- 9.2. The Licensee may sublicense its rights under this Agreement on such terms as it deems fit.

## 10. NOTICES

- 10.1. A communication in connection with this Agreement:
  - 10.1.1. may be given by an Authorised Officer of the relevant party or the solicitors for the relevant party;
  - 10.1.2. must be in writing; and

- 10.1.3. must be left at the address of the addressee in Australia, or sent by prepaid ordinary post to the address of the addressee in Australia or sent by facsimile to the facsimile number of the addressee in Australia.
- 10.2. Unless a later time is specified in it, a communication takes effect from the time it is actually received or taken to be received.
- 10.3. A communication is taken to be received
- 10.3.1. in the case of delivery by hand, on the day of delivery if delivered by 5.00 pm on a Business Day, otherwise on the next Business Day;
- 10.3.2. in the case of delivery by post, if posted in Australia on the third Business Day after posting or if posted outside Australia on the seventh Business Day after posting; and
- 10.3.3. in the case of a facsimile, on the day shown on the transmission report produced by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient but if the time of transmission is after 5:00 pm on a Business Day the facsimile is to be taken to be received on the following day.
- 10.4. Until a party notifies otherwise, addresses for service of communication are as follows:-
- Name: Bushwater Holdings Pty Ltd  
Address: 3/105 Molesworth Street, Lismore, New South Wales  
Telephone:  
Facsimile:
- Name: Bushwater Pty Ltd  
Address: 3/105 Molesworth Street, Lismore, New South Wales  
Telephone:  
Facsimile:
- 10.5. Without preventing any other mode of service, any originating process in an action in respect of this Agreement may be served on a party by being delivered to or left for that party at its address for service of notices under this clause.

## 11. MISCELLANEOUS

### Time of the essence

- 11.1. In every circumstance, time is of the essence of this Agreement.

### Governing Law and Jurisdiction

- 11.2. This Agreement is to be governed and determined in accordance with the law of the State of Queensland and the parties must submit to the jurisdiction of the Courts of that State.

### Entire Agreement

- 11.3. This Agreement constitutes the entire agreement of the parties about its subject matter and any previous agreements, undertakings, negotiations, representations and warranties cease to have any effect from the date of this Agreement.

### Waiver and Variation

- 11.4. A provision of or a right created by this Agreement may not be waived or varied except in writing.
- 11.5. A party's failure or delay to exercise a right does not operate as a waiver of that right.
- 11.6. The exercise of a right does not preclude its future exercise or the exercise of any other right.
- 11.7. The waiver of a right will be effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given

### Remedies Cumulative

- 11.8. The rights provided in this Agreement are cumulative with and not exclusive of the rights provided by law or in equity independently of this Agreement.

### Preservation of accrued rights

- 11.9. The expiration, termination or determination of this Agreement:
- 11.9.1. will not affect the provisions expressed or implied to operate or have effect after expiration, termination or determination; and
- 11.9.2. will be without prejudice to any right of action already accrued to a party in respect of a breach of this Agreement by another party.

### Invalidity

- 11.10. If any term of this Agreement is invalid for any reason, that invalidity will not affect the validity or operation of any other term of this Agreement except to the extent necessary to give effect to that invalidity.

### Counterparts

- 11.11. This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

### Exchange by facsimile

- 11.12. The exchange of executed counterparts by facsimile will create a binding agreement.

### Joint and several liability

- 11.13. An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- 11.14. An agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

**Act or omission**

11.15. In this Agreement, reference to an act or omission by a party includes:-

- 11.15.1. if a party comprises more than one person, an act or omission by any one or more of those persons;
- 11.15.2. the permitting or allowing by a party of an act or omission; and
- 11.15.3. an act or omission of an employee (whether or not acting within the scope of his employment), agent, contractor or invitee of a party.

**Non-merger**

11.16. The provisions contained in this Agreement survive and do not merge on completion.

**No partnership**

11.17. None of the provisions of this Agreement are to be taken to constitute a partnership between the parties.

**Survival of Indemnities**

11.18. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

**Enforcement of Indemnities**

11.19. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

**Further Assurances**

11.20. Each party must execute the documents and do everything necessary or appropriate to bind it under and to give effect to this Agreement and must use its best endeavours to cause relevant third parties to do likewise.

**Consent**

11.21. A party must not unreasonably withhold its approval or consent unless this Agreement expressly provides otherwise.

**12. CONFIDENTIAL INFORMATION**

12.1. Each party must:

- 12.1.1. treat the Confidential Information as secret and confidential;
- 12.1.2. not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement;
- 12.1.3. not copy, reproduce, make records of or take extracts from Confidential Information except as is reasonably necessary to enable a party to perform its obligations under this Agreement; and



- 12.1.4. not directly or indirectly disclose the Confidential Information to any person.
- 12.2. Clause 12.1.4 does not apply to:
  - 12.2.1. disclosure required by law or the listing rules of the Australian Stock Exchange Limited;
  - 12.2.2. disclosure to employees of a party who have agreed in writing to abide by the terms of clause 12.1; or
  - 12.2.3. disclosure to a party's legal, accounting or financial advisors under a duty of confidentiality.

### 13. STAMP DUTY AND COSTS

- 13.1. All stamp duty and registration fees payable on this Agreement and on any instruments of transfer, deeds, agreements or other documents referred to in or contemplated by this Agreement must be paid by the Licensee. The Licensee must indemnify and keep indemnified all other parties to this Agreement with respect to those costs and any consequential costs.
- 13.2. Except as otherwise provided in this Agreement, the parties must bear their own legal costs and disbursements incurred in the preparation and execution of this Agreement.

### 14. GOODS AND SERVICES TAX

- 14.1. "GST" and any other terms defined in *A New Tax System (Goods and Services Tax) Act 1999* and any associated legislation (the "GST Law") have the same meaning when used in this clause.
- 14.2. All amounts set out in this Agreement are exclusive of any GST payable.
- 14.3. If a taxable supply for the purposes of the GST Law is made under this Agreement, the consideration for that taxable supply will be increased by an amount calculated as  $A \times R$ .
 

where       $A$  = the consideration payable for the supply apart from this clause; and

$R$  = the rate of GST applicable to the supply.
- 14.4. The recipient of a taxable supply must pay the increase in consideration calculated under clause 14.3 on the later of:
  - 14.4.1. the day the consideration for the taxable supply is payable under this Agreement; and
  - 14.4.2. the day the supplier gives a tax invoice for the taxable supply to the recipient of the supply.
- 14.5. If at any time and for any reason a party's registration under the GST Law is cancelled with effect from a date prior to a taxable supply being made by that party under this Agreement, the supplier must refund to the recipient of the supply any amount paid under clause 14.3.

14.6. This clause does not merge on or by completion of this Agreement.

EXECUTED as an Agreement.

EXECUTED by BUSHWATER  
HOLDINGS PTY LTD ACN 098 326  
399 in accordance with the Corporations  
Law and signed by:

)  
)  
)  
)  
)  
)  
)

[Affix Seal if applicable]



Director

Director/Secretary

*Douglas Robin Young*  
Full name of Director

Full name of Director/Secretary

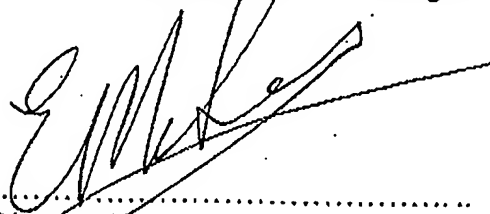
Sole Director and Sole Secretary

Full name of Sole Director and Sole Secretary

EXECUTED by BUSHWATER PTY  
LTD ACN 093 336 602 in accordance  
with the Corporations Law and signed by:

)  
)  
)  
)  
)  
)  
)

[Affix Seal if applicable]



Director

Director/Secretary

*Eric William Markcrow*  
Full name of Director

Full name of Director/Secretary

Sole Director and Sole Secretary

Full name of Sole Director and Sole Secretary

DATED: **20 July 2006**

BETWEEN: **JOHN FOX**

**"Fox"**

AND: **BUSHWATER PTY LTD  
(ACN 098 336 602)**

**"Bushwater"**

## **DEED OF CONFIRMATION**

This Deed is made the 20<sup>th</sup> day of July 2006.

BETWEEN: **JOHN FOX** of 5/21 Maple Street, Maleny, Queensland, 4552

**"Fox"**

AND: **BUSHWATER PTY LTD (ACN 098 336 602)** of 3/105 Molesworth Street, Lismore, New South Wales, 2480

**"Bushwater"**

**BACKGROUND:**

- A. Fox entered into an agreement with Bushwater to perform certain work.
- B. During the course of his working for Bushwater, Fox assisted in the development of Invention.
- C. The parties wish to confirm that all rights, title and interest in the Invention have vested entirely in Bushwater and have entered into this Deed to confirm such ownership.

**IT IS AGREED:**

---

**1. CONFIRMATION AND ASSIGNMENT**

- 1.1 The Parties hereby confirm that all rights, title and interest in the Invention have vested and vest in Bushwater and that Fox has no grounds to challenge or dispute, or assist a third party to challenge or dispute Bushwater's proprietorship of the Invention.
- 1.2 For the avoidance of any doubt, to the extent that there are any residual rights that have not vested in Bushwater, Fox hereby assigns to Bushwater all right, title and interest in:
  - (a) the Invention; and
  - (b) the Intellectual Property Rights.
- 1.3 Fox undertakes to do all acts and execute all documents necessary or desirable, as required by Bushwater, to complete registration of Bushwater as the owner of any registrable Intellectual Property Rights in respect of the Invention.
- 1.4 This Deed is governed by and is construed in accordance with laws of Queensland.
- 1.5 This Deed may consist of a number of counterparts and, if so, the counterparts when executed and taken together shall constitute one document.

---

**2. DEFINITION**

**"Intellectual Property Rights"**

Means the intellectual property rights in the Invention, being:

- (a) Any rights in any patent application filed in respect of the Invention (the "Patent Application");

- (b) All copyright subsisting, whether now or at some time in the future, in any aspect of or relating to the Invention;
- (c) Any rights in any registered or registrable but unregistered or unregistrable design incorporating or relating to the Invention;
- (d) Any rights in any trade mark (whether registered or unregistered) including but not limited to any pending trade mark applications, relating to or used in conjunction with the Patent Application;
- (e) All other industrial or intellectual property rights of whatsoever nature and howsoever arising, directly relating to the Invention; and
- (f) Any rights in any licence or other applications or right to use, or grant the use of or apply for registration of, any of the rights referred to in any of the subparagraphs above.

**"Invention"**

Means the invention the subject of PCT/AU2004/001820 entitled "A System for Water Treatment".

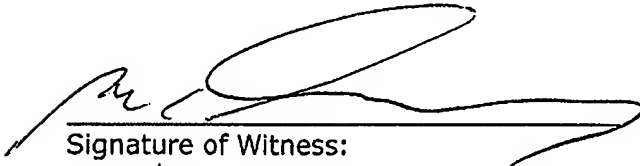
**EXECUTION**

Executed as a Deed,

**EXECUTED BY**

**JOHN FOX**

in the presence of:

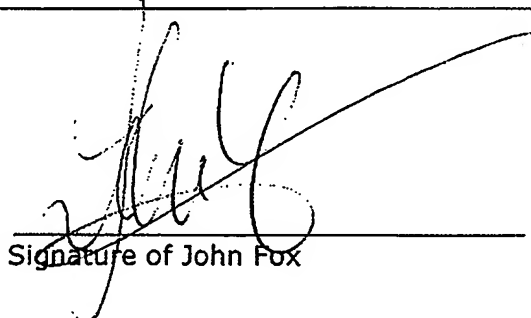


Signature of Witness:

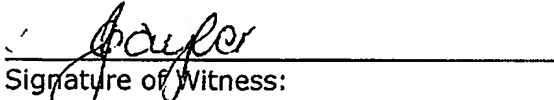
Michael C Long

Name of Witness:

)  
)  
)  
)  
)

  
Signature of John Fox

**SIGNED** for and on behalf of  
**BUSHWATER PTY LTD** by its duly  
appointed officer in the presence of:



Signature of Witness:

John Taylor

Name of Witness:

)  
)  
)  
)  
)

  
Signature of Authorised Officer

DOUGLAS YOUNG  
Name of Authorised Officer (please print)

DATED: **20 July 2006**

BETWEEN: **ERROL O'BRIEN**

**"O'Brien"**

AND: **BUSHWATER PTY LTD  
(ACN 098 336 602)**

**"Bushwater"**

## **DEED OF CONFIRMATION**

This Deed is made the 20<sup>th</sup> day of July 2006.

BETWEEN: **ERROL O'Brien** of 301 Oakey Flat Road, Morayfield, Queensland, 4506  
"O'Brien"

AND: **BUSHWATER PTY LTD (ACN 098 336 602)** of 3/105 Molesworth  
Street, Lismore, New South Wales, 2480  
"Bushwater"

**BACKGROUND:**

- A. O'Brien was an employee of Bushwater.
- B. During the course of his working for Bushwater, O'Brien assisted in the development of Invention.
- C. The parties wish to confirm that all rights, title and interest in the Invention have vested entirely in Bushwater and have entered into this Deed to confirm such ownership.

**IT IS AGREED:**

---

**1. CONFIRMATION AND ASSIGNMENT**

- 1.1 The Parties hereby confirm that all rights, title and interest in the Invention have vested and vest in Bushwater and that O'Brien has no grounds to challenge or dispute, or assist a third party to challenge or dispute Bushwater's proprietorship of the Invention.
- 1.2 For the avoidance of any doubt, to the extent that there are any residual rights that have not vested in Bushwater, O'Brien hereby assigns to Bushwater all right, title and interest in:
  - (a) the Invention; and
  - (b) the Intellectual Property Rights.
- 1.3 O'Brien undertakes to do all acts and execute all documents necessary or desirable, as required by Bushwater, to complete registration of Bushwater as the owner of any registrable Intellectual Property Rights in respect of the Invention.
- 1.4 This Deed is governed by and is construed in accordance with laws of Queensland.
- 1.5 This Deed may consist of a number of counterparts and, if so, the counterparts when executed and taken together shall constitute one document.

---

**2. DEFINITION**

**"Intellectual  
Property Rights"**

Means the intellectual property rights in the Invention,  
being:

- (a) Any rights in any patent application filed in respect of the Invention (the "Patent Application");



- 2
- (b) All copyright subsisting, whether now or at some time in the future, in any aspect of or relating to the Invention;
  - (c) Any rights in any registered or registrable but unregistered or unregistrable design incorporating or relating to the Invention;
  - (d) Any rights in any trade mark (whether registered or unregistered) including but not limited to any pending trade mark applications, relating to or used in conjunction with the Patent Application;
  - (e) All other industrial or intellectual property rights of whatsoever nature and howsoever arising, directly relating to the Invention; and
  - (f) Any rights in any licence or other applications or right to use, or grant the use of or apply for registration of, any of the rights referred to in any of the subparagraphs above.

**"Invention"**

Means both of the following inventions:

- (a) the invention the subject of PCT/AU2004/000965 entitled "Waster Water Treatment" and NZ patent application 545186, US patent application 10/564579, EP patent application 04737585.2, CA patent application 2532319, AU patent application 2004257891; and
- (b) the invention the subject of PCT/AU2004/001820 entitled 'A System for Water Treatment'.

**EXECUTION**

Executed as a Deed,

**EXECUTED BY  
ERROL O'BRIEN**

in the presence of:

)  
)  
) E. W. O'Brien  
)

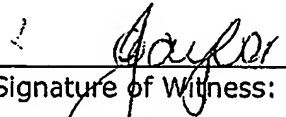
Signature of Errol O'Brien

  
Signature of Witness:

Michael Clong  
Name of Witness:

**SIGNED** for and on behalf of  
**BUSHWATER PTY LTD** by its duly  
appointed officer in the presence of:

)  
)  
)   
)  
) Signature of Authorised Officer

  
Signature of Witness:

JILL TAYLOR  
Name of Witness:

DOUGLAS YOUNG  
Name of Authorised Officer (please print)



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Fox et al.  
Serial No.: 10/584,358  
Filed: June 23, 2006  
Title: A SYSTEM FOR WATER TREATMENT

Examiner: Unknown  
Group Art Unit: Unknown  
Attorney Docket No.: 3276-7872US

POWER OF ATTORNEY BY ASSIGNEE  
AND CERTIFICATE UNDER 37 CFR § 3.73(b)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Bushwater Holdings Pty Ltd., an Australian company, assignee of the entire right, title and interest by assignment from the inventors in the above-identified application, and subsequent assignment from Bushwater Pty Ltd., an Australian company, hereby appoints the Registered Practitioners associated with Customer Number 24247 as its attorneys with full power of substitution to prosecute this application and all applications claiming filing date priority therefrom and to transact all business in the U.S. Patent and Trademark Office in connection therewith.

The above-identified assignee hereby elects, pursuant to 37 C.F.R. § 3.71, to conduct the prosecution of the above-identified patent application to the exclusion of the inventor(s).

A chain of title from the inventor(s) of the above-identified patent application to the above-identified assignee is shown:

☐ In an assignment recorded in the U.S. Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_.

☒ In Deeds of Confirmation signed by John Fox and Errol O'Brien, filed herewith for recordation, and a License Agreement between Bushwater Pty Ltd., as Licensee, and Bushwater Holding Pty Ltd., as Licensor, true copies of which are attached hereto.

The undersigned has reviewed the above-identified documents and, to the best of his knowledge and belief, title is in the above-identified assignee.

The undersigned further avers that he is empowered to make and sign the foregoing certification on behalf of the above-identified assignee, and to take the action set forth herein on its behalf.

Please direct all communications regarding the above-identified application to:

Edgar R. Cataxinos,  
TRASKBRITT  
P.O. Box 2550  
Salt Lake City, UT 84110  
Telephone: (801) 532-1922  
Fax: (801) 531-9168

Respectfully submitted,

BUSHWATER HOLDINGS PTY LTD.,  
An Australian company

Date: 16/2/07 X

By: [Signature] X  
Name: DOUGLAS R. YOUNG X  
Its: DIRECTOR X

Document in ProLaw



Attorney Docket No. 3276-7872US

### DECLARATION FOR PATENT APPLICATION (WITH POWER OF ATTORNEY)

As an inventor named below or on any attached continuation page, I hereby declare that:  
My residence, post office address and citizenship are as stated next to my name.

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled A SYSTEM FOR WATER TREATMENT, the specification of which (check one):

- ☐ is attached hereto.  
☐ was filed on \_\_\_\_\_ as United States application serial no. \_\_\_\_\_ and was amended on \_\_\_\_\_.  
☒ was filed on December 23, 2004 as PCT international application no. PCT/AU2004/001820.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to the patentability of the subject matter claimed in this application, as "materiality" is defined in Title 37, Code of Federal Regulations § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate or § 365(a) of any PCT international application(s) designating at least one country other than the United States of America listed below and on any attached continuation page and have also identified below and on any attached continuation page any foreign application for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America having a filing date before that of the application(s) on which priority is claimed.

Prior foreign/PCT application(s):

			Priority	Claimed
<u>2003907125</u>	<u>Australia</u>	<u>12/24/2003</u>	<u>X</u>	
(number)	(country)	(day/month/year filed)	Yes	No
_____	_____	_____	_____	_____
(number)	(country)	(day/month/year filed)	Yes	No

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) or § 365(c) of PCT international application(s) designating the United States of America listed below and on any attached continuation page and, insofar as the subject matter of each of the claims of this application is not disclosed in any such prior application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations § 1.56 which became available

**DECLARATION FOR PATENT APPLICATION**  
(continuation page)

Invention Title: A SYSTEM FOR WATER TREATMENT

between the filing date of such prior application and the national or PCT international filing date of this application:

_____	_____	_____
(application serial no.)	(filing date)	(status—pending, patented or abandoned)
_____	_____	_____
(application serial no.)	(filing date)	(status—pending, patented or abandoned)

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below:

_____	_____
(provisional application no.)	(filing date)

I hereby appoint the Registered Practitioners associated with **Customer Number 24247** to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Address all correspondence to: Edgar R. Cataxinos, telephone no. (801) 532-1922, at the address associated with **Customer Number 24247**, as follows:

**TRASKBRITT, PC**  
**P.O. Box 2550**  
**Salt Lake City, Utah 84110**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first joint inventor: John Fox (non-signing inventor —completed on added page)

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_  
Residence: Maleny QLD, Australia  
Citizenship: Australian  
Post Office Address: 5/21 Maple Street, Maleny QLD 4552, AUSTRALIA

**DECLARATION FOR PATENT APPLICATION**  
(continuation page)

Invention Title: A SYSTEM FOR WATER TREATMENT

Full name of second joint inventor: Errol O'Brien (non-signing inventor –completed on added page)

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence: Morayfield QLD, Australia

Citizenship: Australian

Post Office Address: 301 Oakey Flat Road, Morayfield QLD 4506, AUSTRALIA

**DECLARATION FOR PATENT APPLICATION**  
(continuation page)

Invention Title: A SYSTEM FOR WATER TREATMENT

ADDED PAGE TO DECLARATION FOR PATENT APPLICATION (WITH POWER OF ATTORNEY) FOR SIGNATURE BY PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHERE NO INVENTOR IS AVAILABLE TO SIGN AND ON BEHALF OF ALL THE INVENTORS WHO REFUSE TO SIGN OR CANNOT BE REACHED (37 C.F.R. § 1.47(b))

BUSHWATER HOLDINGS PTY LTD., an Australian company, located at 53 Cordwell Road, Yandina, QLD 4561, Australia, hereby declares that:

- I. It has sufficient proprietary interest in the invention described above.
- II. By virtue of this proprietary interest, it is signing this declaration on behalf of, and as agent for:

John Fox, non-signing inventor who refused to sign  
Residence: Maleny QLD, Australia  
Citizenship: Australian  
Last Known Address: Post Office Address: 5/21 Maple Street  
Maleny QLD 4552, AUSTRALIA

and

Errol O'Brien, non-signing inventor who refused to sign  
Residence: Morayfield QLD, Australia  
Citizenship: Australian  
Last Known Address: Post Office Address: 301 Oakey Flat Road  
Morayfield QLD 4506, AUSTRALIA

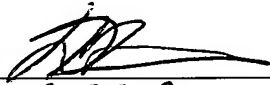
- III. Upon information and belief, the officer signing below avers those facts that the inventors are required to state (37 C.F.R. § 1.64(b)).
- IV. Accompanying this declaration is:
  1. A Petition by Entity Having Proprietary Interest to File Application on Behalf of Inventors Who Refuse to Sign (37 C.F.R. § 1.47(b)).
  2. A Statement of Facts in Support of the Petition
  3. A Statement Establishing Proprietary Interest
  4. The Petition Fee of \$200.00 set forth in C.F.R. Section 1.17(g)

**DECLARATION FOR PATENT APPLICATION**  
(continuation page)

Invention Title: A SYSTEM FOR WATER TREATMENT

Dated 16/2/07 X

BUSHWATER HOLDINGS PTY LTD., an  
Australian company, on behalf  
of and as agent for John Fox, an inventor who  
refused to sign

By:  X  
Its: DIRECTOR X

Dated 16/2/07 X

BUSHWATER HOLDINGS PTY LTD., an  
Australian company, on behalf  
of and as agent for Errol O'Brien, an inventor  
who refused to sign

By:  X  
Its: BUSH DIRECTOR X



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